

UNITED STATES
RAILWAY LEASING COMPANY

2200 EAST DEVON AVENUE • DES PLAINES, ILLINOIS 60018 • (312) 297-3200

January 24, 1977

RECORDATION NO. 7647-A Filed & Recorded

Secretary,
Interstate Commerce Commission
Office of the Secretary
Washington, D.C. 20423

FEB 3 1977 9 22 AM
INTERSTATE COMMERCE COMMISSION

Re: Amendment to lease entered into as of October
31, 1976, between United States Railway
Leasing Company and General Foods Corporation

Madame:

Pursuant to Section 20(c) of the Interstate Commerce Act and to the Commission's Rules and Regulations thereunder, as amended, we are hereby noting that we wish to file and record five (5) fully executed counterparts of the above mentioned lease amendment. The amendment is for the parties to the transaction as listed below:

<u>Lessor</u>	<u>Lessee</u>
United States Railway Leasing Company	General Foods Corporation
2200 East Devon Avenue	250 North Street
Des Plaines, Illinois 60018	White Plains, New York 10625

The equipment covered by the original documents is specifically described in the original lease, dated September 12, 1974, and recorded with the I.C.C. as Recordation Number 7647. The proposed changes are listed in the attached amendment.

Enclosed is the lessor's check in the amount of \$10, representing the amendment recordation fee as required by Section 57.3 of the Rules and Regulations. Upon recordation, KINDLY RETURN THE ORIGINALS TO THE UNDERSIGNED AT THE LETTER-HEAD ADDRESS.

INTERSTATE
COMMERCE COMMISSION

RD FEB 2 1977

ADMINISTRATIVE SERVICES
MAIL UNIT

Very truly yours,

Paul R. Leak
Controller

PRL:mez
Enclosure (5) + check
cc: Information Center
R. E. Bell (Lot #1325)

RECEIVED
FEB 3 9 29 AM '77
I.C.C.
FEE OPERATION BR.

7-034A015
FEB 3 1977
Date
Fee \$ 10-

ICC Washington, D. C.

Interstate Commerce Commission
Washington, D.C. 20423

2/16/77


OFFICE OF THE SECRETARY

Paul R. Leak, Controller
U.S.RYW. Leasing
2200 East Devon Avenue
Des Plaines, Illinois 60018

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 2/3/77 at 9:30am ,
and assigned recordation number(s) 7647-A

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

FEB 1977-S 82 AL

AGREEMENT made the 31st day of October, 1976, by and between United States Railway Leasing Company, an Illinois corporation (hereinafter called "United") and General Foods Corporation, a Delaware corporation (hereinafter called "General Foods").

WHEREAS United and General Foods have entered into a lease agreement dated July 26, 1974 (hereinafter called the "Lease") whereby General Foods is the lessee of sixty-five (65) 70-ton RBL Cars (hereinafter called the "Cars");

WHEREAS the Lease provides that United shall be responsible for all Repair Work to the Cars and that General Foods shall pay United a Maintenance Factor unless it elects, pursuant to the Lease, to itself perform or cause to be performed all Repair Work to the Cars;

WHEREAS General Foods desires to sublease the Cars to the American Refrigeration Transit Company (hereinafter called "ART") which desires to further sublease the Cars to the Doniphan Kensett & Searcy Railway; and

WHEREAS General Foods desires all Repair Work to the Cars to be performed hereafter by ART or its sublessee or agent(s);

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, it is hereby agreed:

1. United hereby consents to the proposed sublease of the Cars.

2. Paragraph 9(a) of the Lease is hereby amended to provide that United shall not be responsible for Repair Work to the Cars after the date hereof, and that General Foods may cause all Repair Work to the Cars to be performed by ART or a sublessee of agent of ART.

3. Paragraph 6(b) is hereby amended to provide that after the date hereof General Foods will pay United only the amount of the Constant Factor, which amount is \$297.26 per Car per month, and shall not pay the Maintenance Factor after the date hereof.

4. Paragraph 11 of the Lease is hereby amended to provide that the term of the Lease shall not be extended and rental payments shall not abate on any Car out of service for Repair Work or other work referred to in Paragraph 9(a) except to the extent that such work was performed prior to the date hereof.

5. Paragraph 12 is hereby amended to provide that "Lessee (General Foods) shall be liable for and pay all Federal, State and other governmental property taxes assessed or levied against the Cars."

6. Continental Illinois National Bank and Trust Company of Chicago as assignee (hereinafter called "Assignee") of the Lease pursuant to an Assignment of Lease dated March 15, 1975 by United to Assignee hereby consents to the within amendment of the Lease in accordance with Paragraph 8 of the said Assignment of Lease.

7. All terms of the Lease not specifically modified hereby shall be deemed unchanged by this Agreement.

8. The Lease and this Amendment shall be construed as but one and the same document.

IN WITNESS WHEREOF, United and General Foods have caused this instrument to be signed in their respective names by their respective officers thereunto duly authorized as of the date first above written.

ATTEST:

UNITED STATES RAILWAY LEASING COMPANY

Lawrence A. Gandy
Assistant Secretary

By

Ralph E. Bell
Vice President

(Corporate Seal)

ATTEST:

GENERAL FOODS CORPORATION

R. F. Mulgrew
Assistant Secretary

By

R. C. Starnes *OK*
Vice President

(Corporate Seal)

ATTEST:

RECEIVED, APPROVED AND ACCEPTED:

CONTINENTAL ILLINOIS NATIONAL BANK

John T. Vergeer
Trust Officer JOHN T. VERGEER

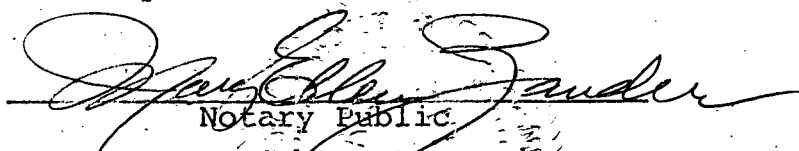
By

Donald W. Alvin
Vice President
DONALD W. ALVIN

(Corporate Seal)

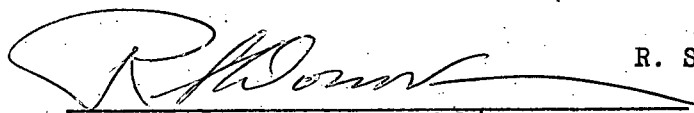
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 9th day of December 1976, before me personally appeared Ralph C. Bill, to me personally known, who, being by me duly sworn, says that he is a Vice President of UNITED STATES RAILWAY LEASING COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public
MY COMMISSION EXPIRES
JUNE 19, 1979

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)


On this 10th day of November 1976, before me personally appeared DONALD W. ALFVIN, to me personally known, who, being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that the seal affixed to the foregoing instrument is the corporate seal of said banking corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public
R. S. DONOVAN

MY COMMISSION EXPIRES APRIL 26, 1980

STATE OF NEW YORK)
) ss.
COUNTY OF WESTCHESTER)

On this 12TH day of NOVEMBER 1976 , before me personally
appeared K. A. STRINGER , to me personally known,
who, being by me duly sworn, says that he is a Vice President
of GENERAL FOODS CORPORATION, that the seal affixed to the
foregoing instrument is the corporate seal of said corporation,
that said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.



Notary Public
NATALIE M. WATERMAN
Notary Public, State of New York
No. 01WA9546700
Qualified in Westchester County
Commission Expires March 30, 1978